

ROYALTY REPAYMENT AGREEMENT (SATELLITE)

This Royalty Repayment Agreement is made this 7th day of November, 2018, by, between, and among the following "Allocation Phase" Participants:

American Society of Composers, Authors and Publishers (ASCAP)
Broadcast Music, Inc. (BMI)
Broadcaster Claimants Group
Devotional Claimants
Joint Sports Claimants
Program Suppliers
SESAC, Inc.



as the designated agents (Agents) for satellite royalty recipients (Claimants), and the Library of Congress, Copyright Office, Washington, D.C. (Copyright Office).

This Agreement is made with reference to the following facts.

The Agents represent Claimants in several categories in the distribution proceeding before the Copyright Royalty Judges bearing docket number of 17-CRB-0011 SD (2015).

The Agents are authorized to act on behalf of and to bind their principals, the Claimants, with respect to the terms and conditions of this Royalty Repayment Agreement.

Under the provisions of 17 U.S.C. § 119(b), funds designated for royalty claimants are deposited with the Copyright Office for administration and investment pending later distribution by the Librarian of Congress upon authorization by the Copyright Royalty Judges (Judges).

Pursuant to 17 U.S.C. § 801(b)(3)(C), at any time after the filing of claims to royalties under 17 U.S.C. § 119, agents acting on behalf of one or more claimants may file a motion for partial distribution of deposited royalties. After publication in the Federal Register of a request for responses to the motion from interested claimants, the Judges may authorize a partial distribution of deposited royalty fees, *provided*, the Judges conclude, based upon all responses received during the 30-day response period, that no claimant entitled to receive any portion of the deposited royalties has stated a reasonable objection to the partial distribution.

As a condition precedent to the partial distribution of deposited royalties, all Claimants entitled to receive distribution of those royalties must, by and through the Agents, (1) agree to the partial distribution; (2) sign an agreement obligating them to return any excess amounts to the extent necessary to comply with the Judges' final determination of the distribution of the subject royalties made under 17 U.S.C. § 801(b)(3)(B); (3) file the repayment agreement with the Judges; and (4) agree that the deposited funds are available for distribution.

The Claimants, by and through the Agents, made a motion for partial distribution (60 percent) of the 2015 satellite royalty funds, and the Judges published a request for responses to the motion in the Federal Register.

The Judges concluded in their November 5, 2018 *Order Granting Allocation Phase Parties' Motion for Partial Distribution of 2015 Satellite Royalties*, Docket No. 17-CRB-0011 SD (2015) (Allocation Phase) (Partial Distribution Order), that no Claimant entitled to any portion of the deposited funds has stated a reasonable objection to the proposed partial distribution.

The Claimants and the Copyright Office agree as follows:

- (1) The Claimants, by and through the Agents, agree to the proposed partial distribution and represent that the deposited funds are available for distribution.
- (2) The Claimants, as represented by the Agents, intend to and will return any excess amounts (including interest equal to the amount that would have accrued if the principal had remained on deposit with the Copyright Office) to the extent necessary to comply with a Final Determination regarding distribution of the subject royalties made under 17 U.S.C. § 801(b)(3)(B).
- (3) The Copyright Office will, on or after November 15, 2018, and upon receipt of this signed Agreement make a partial distribution of 60 percent of the 2015 satellite royalty funds to The Office of the Commissioner of Baseball, which is the common agent of the Agents for the distribution of royalties among the Agents.
- (4) The Agents will promptly distribute funds to the Claimants according to the confidential allocated amounts agreed to by the Claimants.
- (5) The Copyright Office will maintain, administer, and invest the remaining 2015 Satellite Royalty Funds to settle all outstanding Allocation Phase and Distribution Phase claims.
- (6) The Claimants will repay royalties in the event the Final Determination results in a distribution order requiring reallocation of the funds distributed pursuant to the Partial Distribution Order, including any award or awards to a Claimant or Claimants made by competent authority (*i.e.*, the Judges, the United States Court of Appeals for the District of Columbia Circuit, or the Supreme Court of the United States).
- (7) The Claimants, by and through the Agents, agree to remit, and bind any successor(s) in interest or distributee(s) of the Agents or any Claimant to remit, to the Copyright Office, within 30 days of the date the Copyright Office gives notice, the amount specified in the notice to enable the Copyright Office to make the distribution required by the Final Determination.


Signatures:

This Royalty Repayment Agreement may be signed in counterparts, each of which is binding upon the Agent signing it and all of which, taken together, constitute one and the same original document.

Agents

The undersigned Agents certify that they are the Agents or the duly authorized representatives of the Agents for the Claimants and have the express authority to enter into this Royalty Repayment

Agreement on behalf of the Claimants. Penalties for fraud and false statements are set forth in 18 U.S.C. § 1001 *et seq.*

Signature: 
Typed or printed name: Samuel Mosenks Title: VP of Business & Legal Affairs
Name of "Allocation Phase" participant group: **American Society of Composers, Authors and Publishers (ASCAP)**
Address: 250 W. 57th Street
14th Flr.
NY, NY 10107
Date: Nov. 7, 2018

Signature: _____
Typed or printed name: _____ Title: _____
Name of "Allocation Phase" participant group: **Broadcast Music, Inc. (BMI)**
Address: _____

Date: _____

Signature: _____
Typed or printed name: _____ Title: _____
Name of "Allocation Phase" participant group: **Broadcaster Claimants Group**
Address: _____

Date: _____

Agreement on behalf of the Claimants. Penalties for fraud and false statements are set forth in 18 U.S.C. § 1001 *et seq.*

Signature: _____

Typed or printed name: _____ Title: _____

Name of "Allocation Phase" participant group: **American Society of Composers, Authors and Publishers (ASCAP)**

Address: _____

Date: _____

Signature: Joseph Dimono

Typed or printed name: JOSEPH DIMONO Title: VP, Legal Affairs

Name of "Allocation Phase" participant group: **Broadcast Music, Inc. (BMI)**

Address: 7 World Trade Center
250 Greenwich Street
New York, NY 10007

Date: 11/8/19

Signature: _____

Typed or printed name: _____ Title: _____

Name of "Allocation Phase" participant group: **Broadcaster Claimants Group**

Address: _____

Date: _____

Signature: _____

Typed or printed name: _____ Title: _____

Name of "Allocation Phase" participant group: **Devotional Claimants**

Address: _____

Date: _____

Signature: _____

Typed or printed name: _____ Title: _____

Name of "Allocation Phase" participant group: **Joint Sports Claimants**

Address: _____

Date: _____

Signature: _____

Typed or printed name: _____ Title: _____

Name of "Allocation Phase" participant group: **Program Suppliers**

Address: _____

Date: _____

Signature: <u>Christos P. Badavas</u>	
Typed or printed name: <u>Christos Badavas</u>	Title: <u>Secretary & General Counsel</u>
Name of "Allocation Phase" participant group: <u>SESAC, Inc.</u>	
Address: <u>35 Music Square East</u> <u>Nashville, TN 37203</u>	
Date: <u>11/09/2018</u>	

Copyright Office

The undersigned certifies that he or she is a Library Officer who has authority to enter into this Royalty Repayment Agreement on behalf of the Library of Congress.

Library Officer Signature

James B. Enzinna
Chief, Licensing Division

Date: _____

Delivery of Agreement:

Each Agent must return an original signed Royalty Repayment Agreement by _____, 2018, by delivering it to:

Copyright Royalty Board
Library of Congress
James Madison Memorial Building
Room LM-401
101 Independence Ave. SE
Washington, DC 20557-6400

The Agents must simultaneously provide a copy of the signed Royalty Repayment Agreement to:

Copyright Licensing Division
Library of Congress
James Madison Memorial Building
Room LM-401
101 Independence Ave. SE
Washington, DC 20557-6400